

ALVORD AND ALVORD

ATTORNEYS AT LAW

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RECORDATION NO. *14893-B*

FILED

MAR 6 '98

11-30PM

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

*Q. L.*  
March 6, 1998

*Counterparts*  
Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are four (4) copies of a Release and Satisfaction and Bill of Sale, dated as of February 23, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Conditional Sale Agreement previously filed with the Commission under Recordation Number 14893.

The name and address of the party to the enclosed document are:

Secured Party: The Bank of New York  
(successor to Mercantile-Safe Deposit  
and Trust Company  
*10161*  
*Centurion* ~~101 Centurion~~ Parkway  
Jacksonville, Florida 32256

A description of the railroad equipment covered by the enclosed document is:

all railroad equipment covered by the aforesaid Conditional Trust Agreement as previously filed herein.

RECEIVED  
SURFACE TRANSPORTATION  
BOARD  
MAR 6 11 23 AM '98

Mr. Vernon A. Williams  
March 6, 1998  
Page 2

Also enclosed is a check in the amount of \$24.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg  
Enclosures

RECORDATION NO. 14893-B

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Counterpart No. 1Of 4 CounterpartsRELEASE AND SATISFACTION AND BILL OF SALETHE CHEASPEAKE AND OHIO RAILWAY CONDITIONAL SALE AGREEMENTDATED AS OF JANUARY 15, 1986

KNOW ALL MEN BY THESE PRESENTS that The Bank of New York, as Successor Agent to Mercantile-Safe Deposit and Trust Company, as Agent, under a certain Conditional Sale Agreement dated as of January 15, 1986, among Trinity Industries, Inc., Thrall Car Manufacturing Company and The Chesapeake and Ohio Railway Company, hereby certifies that all of the \$10,652,834.00 Conditional Sale Indebtedness, with interest thereon at the rate of 9.60% per annum, has been fully paid or payment provided for, and all of the obligations under said Conditional Sale Agreement have been fully complied with and performed.

WHEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration:

The Bank of New York, as Successor Agent to Mercantile Safe Deposit and Trust Company, does hereby declare said Conditional Sale Agreement dated as of January 15, 1986 to be satisfied and canceled and does consent that the same be discharged of record, and further The Bank of New York does hereby sell, assign, convey, transfer, set over, release and quitclaim without warranty or guaranty of any kind, express or implied, unto CSX Transportation, Inc. (successor by merger to The Chesapeake and Ohio Railway Company) all of its rights, title and interest in and to all of the railroad equipment of every character included in the said Conditional Sale Agreement and now held by The Bank of New York.

IN WITNESS WHEREOF, The Bank of New York has caused these presents to be executed in its name by one of its Agents thereunto duly authorized and its corporate seal to be hereunto affixed and attested by its Agent as of this 23rd day of February, 1988.

ATTEST:

THE BANK OF NEW YORK,  
as Successor Trustee to  
MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, as Agent

By: Ethel S. WhiteBy: Sharon L. Skinson  
Agent

STATE OF FLORIDA     )  
                              ) SS.:  
COUNTY OF DUVAL     )

On this 23rd day of February 1998,  
before me personally appeared Sharon L. Atkinson, to me  
personally known, who, being by me duly sworn, says that  
he/she is an Agent of The Bank of New York, that the  
seal affixed to the foregoing instrument is the seal of said  
corporation, that said instrument was signed and sealed on  
behalf of the corporation by authority of its Board of  
Directors and he/she acknowledged that the execution of the  
foregoing instrument was the free act and deed of said  
corporation.

Brian P. Clark

Notary Public

RELSALEN

